

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: <b>Albazz et al.</b>	§
	§ Group Art Unit: <b>3621</b>
Serial No.: <b>09/827,431</b>	§
	§ Examiner: <b>Elisca, Pierre E.</b>
Filed: <b>April 6, 2001</b>	§
	§ Confirmation No.: <b>6091</b>
For: <b>System and Method for</b>	§
<b>Generating a Contract and</b>	§
<b>Conducting Contractual Activities</b>	
<b>Under the Contract</b>	

36736

PATENT TRADEMARK OFFICE  
CUSTOMER NUMBER

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**APPEAL BRIEF (37 C.F.R. 41.37)**

This brief is in furtherance of the Notice of Reinstatement of Appeal, filed in this case on August 11, 2008.

A fee of \$540.00 is required for filing an Appeal Brief. Please charge this fee to IBM Corporation Deposit Account No. 09-0461. No additional fees are believed to be required. If, however, any fees are required, I authorize the Commissioner to charge these fees which may be required to IBM Corporation Deposit Account No. 09-0461. No extension of time is believed to be necessary. If, however, an extension of time is required, the extension is requested, and I authorize the Commissioner to charge any fees for this extension to IBM Corporation Deposit Account No. 09-0461.

### **REAL PARTY IN INTEREST**

The real party in interest in this appeal is the following party: International Business Machines Corporation of Armonk, New York.

### **RELATED APPEALS AND INTERFERENCES**

This appeal has no related proceedings or interferences.

## **STATUS OF CLAIMS**

### **A. TOTAL NUMBER OF CLAIMS IN APPLICATION**

The claims in the application are: 1-48

### **B. STATUS OF ALL THE CLAIMS IN APPLICATION**

Claims canceled: 15, 17-19, 28 and 36-48

Claims withdrawn from consideration but not canceled: None

Claims pending: 1-14, 16, 20-27 and 29-35

Claims allowed: None

Claims rejected: 1-14, 16, 20-27 and 29-35

Claims objected to: None

### **C. CLAIMS ON APPEAL**

The claims on appeal are: 1-14, 16, 20-27 and 29-35

### **STATUS OF AMENDMENTS**

No amendments have been filed in response to the Final Office Action dated July 11, 2008.

## **SUMMARY OF CLAIMED SUBJECT MATTER**

Generally, the present invention is directed to a synergistic co-action of elements for generating and locking a contract, including a compilation of business rules and a terms and conditions set corresponding to selected rules from the compilation of rules that are linked and interlocked together, offering component granularity that can easily be modified or adapted to support a plurality of different business models or workflows, and in addition allows flexible access control of the resulting generated entities.

### **A. CLAIM 1 - INDEPENDENT**

Claim 1 is directed to a system for generating a contract between at least one seller and at least one buyer. Included in such system is a computer for (1) storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract (Specification page 14, line 5 – page 15, line 21; Figure 2), (2) storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules (Specification page 15, line 22 – page 18, line 5; Figure 4), (3) generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract (Specification page 15, line 22 – page 16, line 11; Figure 3), and (4) interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract (Specification page 21, lines 19-23; page 22, lines 1-5; Specification page 25, lines 18-24; Figure 8).

### **B. CLAIM 7 - INDEPENDENT**

Claim 7 is directed to a method of generating a contract between at least one seller and at least one buyer. The method comprises steps of (1) storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract (Specification page 14, line 5 – page 15, line 21; Figure 2), (2) storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules (Specification page 15, line 22 – page 18, line 5; Figure 4), (3) generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract (Specification page 15, line 22 – page 16,

line 11; Figure 3), and (4) interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract (Specification page 21, lines 19-23; page 22, lines 1-5; Specification page 25, lines 18-24; Figure 8).

**C. CLAIM 20 - INDEPENDENT**

Claim 20 is directed to a computer program product for use with a computer for generating a contract between at least one seller and at least one buyer (Specification page 10, lines 9-12). The computer program product has computer readable program code means for storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract (Specification page 14, line 5 – page 15, line 21; Figure 2). The computer program product also has computer readable program code for storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules (Specification page 15, line 22 – page 18, line 5; Figure 4). The computer program product also has computer readable program code for generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract (Specification page 15, line 22 – page 16, line 11; Figure 3). The computer program product also has computer readable program code for interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract (Specification page 21, lines 19-23; page 22, lines 1-5; Specification page 25, lines 18-24; Figure 8).

**D. CLAIM 30 - INDEPENDENT**

Claim 30 is directed to a system for generating a contract between at least one seller and at least one buyer. Including in such system is (1) at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract (Specification page 14, line 5 – page 15, line 21; Figure 2), (2) at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules (Specification page 15, line 22 – page 18, line 5; Figure 4), (3) means for generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract (Specification page 15, line 22 – page 16, line 11; Figure 3), and (4) means for interlocking

the compilation of business rules, the terms and conditions set and the links to lock the contract  
(Specification page 21, lines 19-23; page 22, lines 1-5; Specification page 25, lines 18-24; Figure 8).



## **GROUND OF REJECTION TO BE REVIEWED ON APPEAL**

The grounds of rejection to review on appeal are as follows:

**A. GROUND OF REJECTION 1**

Whether Claims 1-14, 16, 20-27 and 29-35 were erroneously rejected under 35 U.S.C. § 102(b) as being anticipated by Shirley et al. (U.S. Patent No. 5,692,206), hereinafter “Shirley”; and

**B. GROUND OF REJECTION 2**

Whether Claims 1-14, 16, 20-27 and 29-35 were erroneously rejected under 35 U.S.C. § 102(e) as being anticipated by Broerman et al. (U.S. Publication No. 2004/0054606), hereinafter “Broerman”.

## ARGUMENT

### A. **GROUND OF REJECTION 1 (Claims 1-14, 16, 20-27 and 29-35)**

Claims 1-14, 16, 20-27 and 29-35 stand rejected under 35 U.S.C. § 102(b) as being anticipated Shirley et al. (U.S. Patent No. 5,692,206), hereinafter “Shirley”.

For a prior art reference to anticipate in terms of 35 U.S.C. 102, every element of the claimed invention must be identically shown in a single reference. *In re Bond*, 910 F.2d 831, 15 USPQ2d 1566 (Fed. Cir. 1990). Appellants will now show that every element recited in each pending claim is not identically shown in a single reference, and thus all pending claims have been erroneously rejected under 35 U.S.C. § 102(b).

#### 1. *Claims 1, 7, 13, 20, 26 and 30*

With respect to Claim 1 (and similarly for Claims 7, 13, 20, 26 and 30), such claim recites “interlocking, by the computer, the compilation of business rules, the terms and conditions set and the links to lock the contract”. As can be seen, the contract that is generated (per other steps of Claim 1) is locked by interlocking (i) the compilation of business rules, (ii) the terms and conditions set, and (iii) the links. It is respectfully urged that the cited Shirley reference does not teach or otherwise describe such interlocking step being performed to lock a generated contract. The Examiner alleges that Shirley teaches contract locking because the reference describes ‘signing’. While Appellants deny such ‘signing’ teaching (the reference describes a contract *generation* system only, where the generated document is either printed or e-mailed – see, e.g. col. 2, lines 55-61; Fig. 8, elements 720, 722 and 724), even assuming arguendo that such ‘signing’ feature is taught (which Appellants deny, as further described below), such alleged teaching of a ‘signing’ still does not teach the specifically recited step of Claim 1 as to *how* the contract is locked. Per the features of Claim 1, the contract is locked by interlocking (i) the compilation of business rules, (ii) the terms and conditions set, and (iii) the links. The cited reference does not teach any interlocking of all three of (i) a business rules compilation, (ii) a terms and conditions set, and (iii) links in order to lock a contract. The Examiner merely alleges that the contract is *locked* because it is *signed*. The signing of a contract is not equivalent to interlocking (i) the compilation of business rules, (ii) the terms and conditions set, and (iii) the links, as ‘signing’ was commonly known to those of

ordinary skill in the art at the time of the effective filing date of the present application to mean a user writing on a piece of paper with a writing instrument.<sup>1</sup>

Appellants further show that the cited reference does not even teach any type of ‘signing’ that the Examiner erroneously alleges to be equivalent to the claimed locking of a contract by *interlocking* (i) the compilation of business rules, (ii) the terms and conditions set, *and* (iii) the links. The Examiner cites Shirley col. 1 – 12 and Figure 8 as teaching all steps of Claim 1. Yet, this cited passage does not describe any type of contract signing. Instead, it describes *generation* of a contract. While the generated contract is also described as being redlined, printed or emailed (Figure 8, elements 718, 720 and 722), there is no description/teaching of any contract being signed. Thus, not only is the Examiner’s assertion that signing a contract is equivalent to locking a contract by *interlocking* (i) the compilation of business rules, (ii) the terms and conditions set, *and* (iii) the links clearly erroneous (as described in detail above), the Examiner’s assertion that Shirley teaches signing a contract is also erroneous as Shirley does not describe signing a contract, but instead describes generating, redlining, printing and emailing a contract.

Thus, as every element recited in Claim 1 is not identically shown in a single reference, it is urged that Claim 1 has been erroneously rejected under 35 U.S.C. § 102(b) as being anticipated by Shirley.

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<sup>1</sup> During examination, the claims must be interpreted as broadly as their terms reasonably allow. *In re American Academy of Science Tech Center*, 367 F.3d 1359, 1369, 70 USPQ2d 1827, 1834 (Fed. Cir. 2004). This means that the words of the claim must be given their **plain meaning** unless the plain meaning is inconsistent with the specification. *In re Zletz*, 893 F.2d 319, 321, 13 USPQ2d 1320, 1322 (Fed. Cir. 1989) (discussed below); *Chef America, Inc. v. Lamb-Weston, Inc.*, 358 F.3d 1371, 1372, 69 USPQ2d 1857 (Fed. Cir. 2004) (Ordinary, simple English words whose meaning is clear and unquestionable, absent any indication that their use in a particular context changes their meaning, are **construed to mean exactly what they say**. Thus, "heating the resulting batter-coated dough to a temperature in the range of about 400°F to 850°F" required heating the dough, rather than the air inside an oven, to the specified temperature.) MPEP 2111.01(I) (emphasis added by Appellants). The Examiner is not interpreting the claim terms in accordance with their normal, plain meaning.

**2.      *Claims 2, 4, 8, 10, 21, 23, 31 and 33***

Appellants initially urge error in the rejection of Claim 2 (and similarly for Claims 4, 8, 10, 21, 23, 31 and 33) for reasons given above with respect to Claim 1 (of which Claim 2 depends upon).

Further with respect to Claim 2 (and similarly for Claims 4, 8, 10, 21, 23, 31 and 33), it is urged that the cited reference does not teach the claimed features of “the computer further stores at least one product list filter for generating a list of a specified subset of products from a master list of products, and generates links between the product list filter, the terms and conditions set and the master list of products” – *nor has the Examiner even alleged any such teaching*. At best, the cited reference describes a negotiating database, but such database contains ‘corporate suggestions’ and ‘user notes’ and is not described as containing (i) any type of master product list, (ii) the filtering of such a (missing) list to generate a subset thereof, or (iii) generation of any links to a product list filter that is used to generate such (missing) subset. Thus, it is further urged that Claim 2 is not anticipated by the cited reference – and has therefore been erroneously rejected - as there are additional claimed features that are not identically shown in a single reference.

**3.      *Claims 3, 9, 22 and 32***

Appellants initially urge error in the rejection of Claim 3 (and similarly for Claims 9, 22 and 32) for reasons given above with respect to Claim 2 (of which Claim 3 depends upon).

Further with respect to Claim 3 (and similarly for Claims 9, 22 and 32), it is urged that the cited reference does not teach the claimed feature of “the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products” – *nor has the Examiner even alleged any such teaching*. Because the cited reference does not teach a product list filter (as described above with respect to Claim 2), it cannot teach a product list filter having the particular tiered features recited in Claim 3. Thus, it is further urged that Claim 3 is not anticipated by the cited reference as there are additional claimed features that are not identically shown in a single reference.

**4.      *Claims 5, 11, 24 and 34***

Appellants initially urge error in the rejection of Claim 5 (and similarly for Claims 11, 24

and 34) for reasons given above with respect to Claim 2 (of which Claim 5 depends upon through Claim 4).

Further with respect to Claim 5 (and similarly for Claims 11, 24 and 34), it is urged that the cited reference does not teach the claimed feature of “The system as defined in claim 4 in which the product list filter is a dynamic element” – nor has the Examiner even alleged any such teaching. Because the cited reference does not teach a product list filter (as described above with respect to Claim 2), it cannot teach a product list filter having the particular features recited in Claim 5. Thus, it is further urged that Claim 5 is not anticipated by the cited reference as there are additional claimed features that are not identically shown in a single reference.

#### **5.      *Claims 6, 12, 25 and 35***

Appellants initially urge error in the rejection of Claim 6 (and similarly for Claims 12, 25 and 35) for reasons given above with respect to Claim 1 (of which Claim 6 depends upon through Claim 4).

Further with respect to Claim 6 (and similarly for Claims 12, 25 and 35), it is urged that the cited reference does not teach the claimed feature of “The system as defined in claim 1 in which the contract is locked by the implementation of digital signatures”. Because the cited reference does not teach any type of contract locking (as described above with respect to Claim 1), it cannot teach locking of a contract per the particular features recited in Claim 6. Thus, it is further urged that Claim 6 is not anticipated by the cited reference as there are additional claimed features that are not identically shown in a single reference.

#### **6.      *Claim 14***

Appellants initially urge error in the rejection of Claim 14 for reasons given above with respect to Claim 2 (of which Claim 14 depends upon).

Further with respect to Claim 14, it is urged that the cited reference does not teach the claimed features of “a mechanism for *conducting a contractual activity* over a computer network *pursuant to the contract*, comprising: a communications interface for receiving information from one of the seller and the buyer, wherein the communications interface displays selected information based on terms and conditions in the contract, and a computer for storing the contract terms and conditions, receiving the information and referencing the terms and conditions

of the contract to process the information” – nor has the Examiner even alleged any such teaching. The cited reference merely describes a system for *initial contract generation* – and not any actual conducting of contract activity pursuant to a contract, as per the features of Claim 14. Thus, it is further urged that Claim 14 is not anticipated by the cited reference as there are additional claimed features that are not identically shown in a single reference.

## **7. Claims 16 and 29**

Appellants initially show error in the rejection of Claim 16 (and similarly for Claim 29) for reasons given above with respect to Claim 14 (of which Claim 16 depends upon).

Further with respect to Claim 16 (and similarly for Claim 29), it is urged that the cited reference does not teach the claimed features of “the contract contains representation criteria comprising product selection criteria or products exclusion criteria, or both, and *the communications interface displays a filtered products list comprising a subset of products from a master product list to facilitate the conducting of contractual activity pursuant to the contract*” – nor has the Examiner even alleged any such teaching. The cited reference describes techniques for facilitating the actual generation of a contract, but does not describe any facilitation of post-contract-generation activities. Thus, it is further urged that Claim 16 is not anticipated by the cited reference as there are additional claimed features that are not identically shown in a single reference.

## **8. Claim 27**

Appellants initially urge error in the rejection of Claim 27 for reasons given above with respect to Claim 21 (of which Claim 27 depends upon).

Further with respect to Claim 27, it is urged that the cited reference does not teach the claimed features of “The computer program product of Claim 21 further having computer readable program code embodied in said medium for *conducting a contractual activity over a computer network pursuant to the contract*, comprising: computer readable program code for receiving information from one of the seller and the buyer via a communications interface, wherein the communications interface displays selected information based on terms and conditions in the contract, and computer readable program code for referencing the terms and conditions of the contract to process the information” (emphasis added by Appellants) – nor has

the Examiner even alleged any such teaching. The cited reference merely describes a system for *initial contract generation*. Thus, it is further urged that Claim 27 is not anticipated by the cited reference as there are additional claimed features that are not identically shown in a single reference.

**B. GROUND OF REJECTION 2 (Claims 1-14, 16, 20-27 and 29-35)**

Claims 1-14, 16, 20-27 and 29-35 stand rejected under 35 U.S.C. § 102(e) as being anticipated Broerman et al. (U.S. Publication No. 2004/0054606), hereinafter “Broerman”.

**1. Claims 1, 7, 13, 20, 26 and 30**

With respect to Claim 1 (and similarly for Claims 7, 13, 20, 26 and 30), such claim recites “interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract”. As can be seen, the contract that is generated is locked (per other steps of Claim 1) by interlocking (i) the compilation of business rules, (ii) the terms and conditions set, and (iii) the links. It is respectfully urged that the cited Broerman reference does not teach or otherwise describe such interlocking step being performed to lock a generated contract. The Examiner alleges that Broerman teaches contract locking at Fig. 8 and col. 1 – col. 12. Appellants respectfully urge that (1) Broerman’s Figure 8 does not depict any type of interlocking step, as claimed; and (2) Broerman does not have a col. 1 – col. 12 (it is a published application with page numbers, not columns – and even the pages 1 – 12 of Broerman do not describe any interlocking step, as claimed). Quite simply, the cited Broerman reference does not teach any interlocking of a business rules compilation, a terms and conditions set and links in order to lock a contract, as claimed. Thus, as every element recited in Claim 1 is not identically shown in a single reference, it is urged that Claim 1 has been erroneously rejected under 35 U.S.C. § 102(e) as being anticipated by Broerman.

Appellants also deny that any alleged signing is equivalent to the claimed interlocking, for similar reasons to those given above, as a signing is not equivalent *to interlocking a compilation of business rules, a terms and conditions set, and links*, as per the specific features recited in Claim 1. The cited reference merely states that both parties sign a physical copy of the contract (Broerman paragraph [0090]).

Appellants further urge that the cited Broerman reference does not teach the claimed steps of:

storing, by the computer, at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,  
storing, by the computer, at least one terms and conditions set containing parameters  
corresponding to selected rules from the compilation of business rules,  
generating, by the computer, links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract

**The Examiner alleges that Broerman teaches such storing/storing/generating steps at Boerman's Fig. 8 and col. 1 – col. 12.** Appellants respectfully urge that (1) Broerman's Figure 8 may describe creating a custom profile in block 300 - which may be a type of storing operation - but such custom profile creation does not pertain to (i) storing of either a compilation of business rules or (ii) a terms and conditions set (but instead pertains to a buyer custom profile; see, e.g., Broerman paragraph [0077]); (2) **Broerman's Figure 8 is directed to techniques for searching a property database** (Broerman paragraph [0076]), and not to techniques for generating a contract; (3) **Broerman does not have a col. 1 – col. 12** (it is a published application with page numbers, not columns); and (4) Broerman nominally mentions contract generation at paragraph [0081], which merely states that “a buyer 13 is afforded an opportunity to *modify the electronic purchase contract* 96 (block 336) and the version of the electronic purchase contract 96 is recorded (block 338)” (Broerman paragraph [0085] similarly describes such nominal modification of a preexisting contract) – and to the extent this describes a generation of a contract, modifying a preexisting purchase contract does not teach the particular steps recited in Claim 1 for generating a contract. Thus, it is further shown that Claim 1 has been erroneously rejected due to these additional claimed features that are not described by Boerman's Fig. 8 and col. 1 – col. 12 which was cited as teaching all features of Claim 1.



**2.      *Claims 2, 4, 8, 10, 14, 21, 23, 27, 31 and 33***

Appellants initially urge error in the rejection of Claim 2 (and similarly for Claims 4, 8, 10, 14, 21, 23, 27, 31 and 33) for reasons given above with respect to Claim 1.

Further with respect to Claim 2 (and similarly for Claims 4, 8, 10, 14, 21, 23, 27, 31 and 33), it is urged that the cited reference does not teach the claimed feature of “the computer ... generates links between the product list filter, the terms and conditions set and the master list of products” – *nor has the Examiner even alleged any such teaching*. While the cited reference alludes to a list of properties maintained in a property database (Broerman paragraph [0055]), there is no mention of generating links between such property database and a product list filter, as expressly recited in Claim 2. Thus, it is further urged that Claim 2 is not anticipated by the cited reference as there are additional claimed features that are not identically shown in a single reference.

**3.      *Claims 3, 9, 22 and 32***

Appellants initially urge error in the rejection of Claim 3 (and similarly for Claims 9, 22 and 32) for reasons given above with respect to Claim 2 (of which Claim 3 depends upon).

Further with respect to Claim 3 (and similarly for Claims 9, 22 and 32), it is urged that the cited reference does not teach the claimed feature of “the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products” – *nor has the Examiner even alleged any such teaching*. This is likely because the cited reference does not teach generating links between the product list filter, the terms and conditions set and the master list of products, in which the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products. Thus, it is further urged that Claim 3 is not anticipated by the cited reference as there are additional claimed features that are not identically shown in a single reference.

**4.      *Claims 5, 11, 24 and 34***

Appellants initially urge error in the rejection of Claim 5 (and similarly for Claims 11, 24 and 34) for reasons given above with respect to Claim 2 (of which Claim 5 depends upon through Claim 4).

Further with respect to Claim 5 (and similarly for Claims 11, 24 and 34), it is urged that

the cited reference does not teach the claimed feature of “The system as defined in claim 4 in which the product list filter is a dynamic element” – nor has the Examiner even alleged any such teaching. Because the cited reference does not teach a product list filter (as described above with respect to Claim 2), it cannot teach a product list filter having the particular features recited in Claim 5. Thus, it is further urged that Claim 5 is not anticipated by the cited reference as there are additional claimed features that are not identically shown in a single reference.

#### **5.      *Claims 6, 12, 25 and 35***

Appellants initially urge error in the rejection of Claim 6 (and similarly for Claims 12, 25 and 35) for reasons given above with respect to Claim 1 (of which Claim 6 depends upon through Claim 4).

Further with respect to Claim 6 (and similarly for Claims 12, 25 and 35), it is urged that the cited reference does not teach the claimed feature of “The system as defined in claim 1 in which the contract is locked by the implementation of digital signatures”. Because the cited reference does not teach any type of contract locking (as described above with respect to Claim 1), it cannot teach locking of a contract per the particular digital signature features recited in Claim 6. The cited Broerman passage alleged to teach such locking instead describes use of a digital signature for ‘legal authorization’, somewhat akin to a power of attorney. Granting a power of attorney/legal authorization does not teach or describe interlocking, by the computer, the compilation of business rules, the terms and conditions set and the links to lock the contract, as expressly recited in Claim 6 in combination with Claim 1. Thus, it is further urged that Claim 6 is not anticipated by the cited reference as there are additional claimed features that are not identically shown in a single reference.

#### **6.      *Claims 16 and 29***

Appellants initially show error in the rejection of Claim 16 (and similarly for Claim 29) for reasons given above with respect to Claim 14 (of which Claim 16 depends upon).

Further with respect to Claim 16 (and similarly for Claim 29), it is urged that the cited reference does not teach the claimed features of “the contract contains representation criteria comprising product selection criteria or products exclusion criteria, or both, and *the communications interface displays a filtered products list comprising a subset of products from a*

*master product list to facilitate the conducting of contractual activity pursuant to the contract”* – nor has the Examiner alleged any such teaching. The cited reference merely generates exception reports (incomplete transaction; payment past due) as activities that are performed after the contract has been consummated (Broerman paragraph [0096] – [0097]). Such exception report generation does not describe any type of display of a filtered products list comprising a subset of products from a master product list to facilitate the conducting of contractual activity pursuant to the contract, as expressly recited in Claim 16. Thus, it is further urged that Claim 16 is not anticipated by the cited reference as there are additional claimed features that are not identically shown in a single reference.

### C. CONCLUSION

In conclusion, it is urged that all independent claims have been erroneously rejected as known of the cited references teach interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract. As to the dependent claims, the Examiner has chosen to ignore such claims, as no rationale or reason is given whatsoever to support or substantiate the rejection of such claims, thus failing to comply with 37 CFR 1.113.<sup>2</sup>

As shown above, the Examiner has failed to state valid rejections against any of the claims. Therefore, Appellants request that the Board of Patent Appeals and Interferences reverse the rejections. Additionally, Appellants request that the Board direct the Examiner to allow the claims due to the *extensive and lingering* prosecution history of this case.

Date: October 9, 2008

Respectfully submitted,

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<sup>2</sup> 37 CFR 1.113(b): In making such final rejection, the examiner shall repeat or state all grounds of rejection then considered applicable to the claims in the application, clearly stating the reasons in support thereof.

## **CLAIMS APPENDIX**

The text of the claims involved in the appeal is as follows:

1. A system for generating, by a computer, a contract between at least one seller and at least one buyer, comprising:

storing, by the computer, at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,

storing, by the computer, at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules,

generating, by the computer, links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and

interlocking, by the computer, the compilation of business rules, the terms and conditions set and the links to lock the contract.

2. The system as defined in claim 1 in which the computer further stores at least one product list filter for generating a list of a specified subset of products from a master list of products, and generates links between the product list filter, the terms and conditions set and the master list of products.

3. The system as defined in claim 2 in which the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products.

4. The system as defined in claim 2 in which the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer.
5. The system as defined in claim 4 in which the product list filter is a dynamic element.
6. The system as defined in claim 1 in which the contract is locked by the implementation of digital signatures.
7. A computer-implemented method of generating a contract between at least one seller and at least one buyer, comprising the steps of:
  - a. storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,
  - b. storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules,
  - c. generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and
  - d. interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract.
8. The computer-implemented method as defined in claim 7 including the additional steps of:
  - a. storing at least one product list filter for generating a list of a specified subset of products from a master list of products, and

b. generating links between the product list filter, the terms and conditions set and the master list of products.

9. The computer-implemented method as defined in claim 8 in which the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products.

10. The computer-implemented method as defined in claim 8 in which the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer.

11. The computer-implemented method as defined in claim 10 in which the product list filter is a dynamic element.

12. The computer-implemented method as defined in claim 7 in which the contract is locked by the implementation of digital signatures.

13. The computer-implemented method as defined in claim 7 including, between steps c. and d., the step of:

communicating the contract to the seller or to the buyer for amendment or approval.

14. The system of Claim 2 further comprising a mechanism for conducting a contractual activity over a computer network pursuant to the contract, comprising:

a communications interface for receiving information from one of the seller and the buyer, wherein the communications interface displays selected information based on terms and

conditions in the contract, and

a computer for storing the contract terms and conditions, receiving the information and referencing the terms and conditions of the contract to process the information.

16. The system as defined in claim 14 in which the contract contains representation criteria comprising product selection criteria or products exclusion criteria, or both, and the communications interface displays a filtered products list comprising a subset of products from a master product list to facilitate the conducting of contractual activity pursuant to the contract.

20. A computer program product for use with a computer, the computer program product comprising a computer usable medium having computer readable program code embodied in said medium for generating a contract between at least one seller and at least one buyer, said computer program product having

a. computer readable program code means for storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,

b. computer readable program code for storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules,

c. computer readable program code for generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and

d. computer readable program code for interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract.



21. The computer program product as defined in claim 20 including program code embodied in said medium for:

- a. storing at least one product list filter for generating a list of a specified subset of products from a master list of products, and
- b. generating links between the product list filter, the terms and conditions set and the master list of products.

22. The computer program product as defined in claim 21 in which the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products.

23. The computer program product as defined in claim 21 in which the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer.

24. The computer program product as defined in claim 23 in which the product list filter is a dynamic element.

25. The computer program product as defined in claim 24 in which the contract is locked by the implementation of digital signatures.

26. The computer program product as defined in claim 24 including program code embodied in said medium for communicating the contract to the seller or to the buyer for amendment or approval.

27. The computer program product of Claim 21 further having computer readable program code embodied in said medium for conducting a contractual activity over a computer network pursuant to the contract, comprising:

computer readable program code for receiving information from one of the seller and the buyer via a communications interface, wherein the communications interface displays selected information based on terms and conditions in the contract, and

computer readable program code for referencing the terms and conditions of the contract to process the information.

29. The computer program product as defined in claim 27 including the step of providing the contract with representation criteria comprising product selection criteria or products exclusion criteria, or both, wherein the communications interface displays a filtered products list comprising a subset of products from a master product list to facilitate the conducting of contractual activity pursuant to the contract.

30. A system for generating a contract between at least one seller and at least one buyer, comprising:

at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,

at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules,

means for generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and

means for interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract.

31. The system as defined in claim 30 comprising means for storing at least one product list filter for generating a list of a specified subset of products from a master list of products, and means for generating links between the product list filter, the terms and conditions set and the master list of products.

32. The system as defined in claim 31 in which the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products.

33. The system as defined in claim 31 in which the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer.

34. The system as defined in claim 33 in which the product list filter is a dynamic element.

35. The system as defined in claim 30 in which the contract is locked by the implementation of digital signatures.

## **EVIDENCE APPENDIX**

This appeal brief presents no additional evidence.

## **RELATED PROCEEDINGS APPENDIX**

This appeal has no related proceedings.